

IBM GSA MOBIS SCHEDULE GS-23F-7107H

Federal Supply Service
IBM Mission Oriented Business Integrated Services (MOBIS)
FSS FCX - Schedule Price List

Contract Period: October 3, 1997 through September 30, 2012
Option Year 2

CLASS: 8742

International Business Machines Corporation
IBM Global Government Industry
6710 Rockledge Drive
Bethesda, Maryland 20817
Telephone: 1-800-333-6705
Fax: 1-888-520-0533

Website address: <http://www.ibm.com/easyaccess/gsa>

Business Size: Large

Special Item(s):

874-1 Consulting Services

Contractors shall provide expert advice, assistance, guidance or counseling in support of agencies' management, organizational and business improvement efforts. This may also include studies, analyses and reports documenting any proposed developmental, consultative or implementation efforts. Examples of consultation include but are not limited to:

- strategic, business and action planning
- systems alignment
- cycle time
- high performance work
- leadership systems
- performance measures and indicators
- process and productivity improvement
- organizational assessments
- program audits, and evaluations

874-2 Facilitation Services

Contractors shall provide facilitation and related decision support services to agencies engaging in collaboration efforts, working groups, or integrated product, process, or self-directed teams. Agencies bringing together diverse teams and/or groups with common and divergent interests may require a neutral party to assist them in:

- the use of problem solving techniques
- resolving disputes, disagreements, and divergent views
- providing a draft for the permanent record
- defining and refining the agenda
- logistical meeting/conference support when performing technical facilitation
- recording discussion content and focusing decision-making
- debriefing and overall meeting planning
- convening and leading large and small group briefings and discussions
- preparing draft and final reports for dissemination

874-3 Survey Services

Contractors shall provide expert consultation, assistance, and deliverables associated with all aspects of surveying within the context of MOBIS. Contractors shall assist with, and/or perform all phases of the survey process to include, but not limited to:

- planning survey design
- defining and refining the agenda
- determining proper survey data collection methodology
- Production of reports to include, but not limited to: description and summary of results with associated graphs, charts, and tables; description of data collection and survey administration methods; discussion of sample characteristics and the representative nature of data; analysis of non-response; and briefings of results to include discussion of recommendations and potential follow-up actions
- sampling; survey development
- survey database administration
- administering surveys using various types of data collection methods
- pretest/pilot surveying
- assessing reliability and validity of data
- analyses of quantitative and qualitative survey data

874-4 Training Services: Instructor Led Training, Web Based Training and Education Courses, Course Development and Test Administration –

Educational courses that are delivered may be via an Instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. Courses shall have a defined course title, length of time (i.e. hours, days, semesters, etc.), description of material to be taught (i.e. syllabi, table of contents, etc.), and whether materials are included (i.e. books, pamphlets, software, etc.).

Proposed professional services shall be in support of planning, creating, and/or executing test administration, learning management, customized subject matter specific training and/or educational courses that are delivered via an instructor-led (i.e. traditional classroom setting or conference/seminar) and/or web-based (i.e. Internet/Intranet, software packages and computer applications) system. At minimum, proposed professional services in support of planning, creating, and/or executing a customized course(s) shall include labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Research Assistant, Technical Specialist, etc.), subject matter(s).

874-6 Privatization Support Services and Documentation (A-76)

Contractors shall provide expert advice, consultation, assistance, and documentation in support of studies conducted under OMB Circular A-76 or other privatization or commercial activities studies, projects, or efforts. These services may include, but are not limited to:

- strategic, tactical, and operational level planning support
- comparison of in-house bids to proposed Interservice Support Agreement (ISSA) prices;
- initial study planning
- assessments and or studies of potential privatization initiatives
- development of Quality Assurance Surveillance Plans (QASP);
- performance of management studies to determine the Government's Most Efficient Organization (MEO)
- administrative appeal process support
- development of in-house Government cost estimates
- development of Performance Work Statements (PWS)
- public-private partnership support

In addition to the above, IBM may also provide such services as: contract support to the MEO as an MEO subcontractor, MEO proposal development support, and integration and coordination of other MEO subcontractor support

874 7 Program and Project Management Services:

Contractors shall provide services to assist agencies in planning, initiating, managing, executing, and closing out mission-oriented business programs and projects. Services included are:

- o Project leadership and communications with stakeholders
- o Project planning and scheduling
- o Earned value management support
- o Project management, including performance monitoring and measurement
- o Reporting and documentation associated with project/program objectives
- o Stakeholders briefings, participation in required meetings, and related project support services
- o Program integration services
- o Project close-out services

All services must be provided and performed under the supervision/management of the contractor's Project Manager or Program Manager. Services provided under SIN without and accompanying Program/Project Manager labor category are prohibited.

The primary purpose and preponderance of work for any project award under this SIN must be for professional business services. Services covered by other GSA Schedules shall only be included in the project scope if they are directly related to the successful accomplishment of the project and are incidental to the overall effort. It is the responsibility of the Contracting Officer placing the order to make this determination.

GSA MOBIS Terms and Conditions

Information for Ordering Agencies

1. Geographic Scope of Contract

For all Special Items, the geographic scope of this Contract is the 50 United States and the District of Columbia. On a case-by-case basis IBM will perform Services to overseas US Government locations which are in support of national or mutual defense operations (including US Embassies), and to locations which support the national interest of the United States.

2. Ordering Address

Orders should be mailed to the address shown below:

IBM Corporation
Global Government Industry
Distribution Center
6710 Rockledge Drive
Bethesda, Maryland 20817
Attn: Ms. Laura Smith
Telephone: 301-803-2806

Alternatively, the Government may fax orders to - 1-888-520-0533

3. Payment Address

Payment should be remitted to one of the following addresses:

ACH Payments:

IBM Corporation
C/O PNC Bank Lockbox IBM# 643584
500 First Avenue
Pittsburgh, PA 15219
Attn: Lockbox IBM# 643584 (877)762-0830
ABA: 043000096 ct#: 1017305745

Mail:

IBM Corporation
Lockbox 643584
P.O. Box 643584
Pittsburgh, PA 15264-3584

4. DUNS Number, Tax ID Number and Cage Code

The DUNS number applicable to this contract is: 835130485. IBM's tax ID number is 13-0871985. The CAGE code for orders placed at 6710 Rockledge Drive, Bethesda, MD is 3BXY7.

5. State and Local Taxes

IBM's pricelist does not include applicable state and local taxes and duties. Such taxes and duties, if any, will be separately stated on IBM's invoice(s) to the Government, unless state and local law forbids passing the tax or duty on to the Government as a separately stated element of the price. The Government agrees to pay IBM amounts equal to such taxes and duties or provide sufficient evidence to sustain an exemption.

6. Delivery Schedule

Work on delivery orders shall begin at a time mutually agreed to by IBM and the agency ordering the services. Completion of performance shall be in accordance with the Schedule established by the contracting officer of the ordering agency in the delivery order.

7. Technical or Ordering Assistance

Inquiries from ordering agencies relating to technical information or ordering assistance should call The Federal Information Call Center at 1-800-333-6705.

8. Small Requirements

There is a \$300 minimum dollar value limitation on orders placed under this schedule.

9. Maximum Order

The maximum order limit for this contract is \$1,000,000. Notwithstanding this limit, agencies may place and IBM may honor orders exceeding this limit in accordance with FAR 8.404.

10. Use of Schedule Contracts

For All Agencies and IBM Offices

The terms and conditions set forth in this Authorized Schedule Price List for the various items listed herein are of utmost importance. Every effort has been made to make these terms and conditions concise and understandable; however, in the event that specific questions arise, explanations or additional information will be furnished by writing or telephoning:

IBM Corporation
IBM Global Government Industry
Federal Contract Relations
Bethesda, Maryland 20817

Telephone: (301) 803-2806 or 803-3983

11. Use of Schedule by Other Government Activities

IBM may honor orders under this Contract from authorized Federal Government prime contractors who furnish to IBM written evidence attached to each order that they are authorized by the Government to procure from Schedule Contracts. Federal Government Prime Contractors authorized to order under this Schedule contract must comply with the provisions of the Federal Acquisition Regulations contained in Part 51-Use of Government Sources by Contractors. Government contractors should refer to FAR 51.101, Policy, and FAR 51.103, Ordering from Government Supply Sources.

12. Travel Expense Reimbursement

Costs for transportation and per diem (lodging, meals and incidental expenses) are directly reimbursable by the ordering agency, in accordance with the Federal Travel Regulations (FAR 31.205-46). Not-to-Exceed (NTE) amounts will be negotiated with the agency prior to the acceptance of each delivery order. Travel time is billable at the same hourly rates as set forth in the Services price list. G&A will be added to travel charges, in accordance with IBM cost accounting disclosure statement.

Mileage for travel shall be reimbursed in accordance with the federal travel regulations or the joint travel regulations, as applicable.

13. Personnel

IBM will try to honor the Government's requests regarding the assignment of our personnel to your project. However, we reserve the right to determine the assignment of our personnel.

In recognition of the fact that IBM personnel provided to the Government under this contract may perform similar services from time to time for others, this contract shall not prevent us from performing such similar services or restrict us from using the personnel provided to the Government under this contract.

IBM is responsible for the supervision, direction, control and compensation of our respective personnel. Services may be performed by both IBM personnel and subcontracted non-IBM personnel. All Services will be billed at the hourly rates identified in this MOBIS Contract, regardless of the personnel used to perform such services.

14. Security Requirements

In the event security requirements are necessary, ordering activities may incorporate in their delivery orders a security clause in accordance with current laws, regulations, and individual agency policy.

15. Data Privacy

The Government agrees to allow IBM and its Subsidiaries to store and use your contact information, including names, phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship and may be provided to contractors, IBM Business Partners, and assignees of IBM and its Subsidiaries for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

16. Contract Administration for Ordering Offices

Any ordering office, with respect to any one or more purchase/delivery orders placed by it under this contract, may exercise the same rights of Termination as might the GSA Contracting Officer under FAR clause 52.212-4 (1).

17. Prompt Payment (APR 1989) (FAR 52.232.25)

The provisions of FAR clause 52.232-25 apply to this schedule contract.

18. Ordering

A written or credit card order shall be the only basis for ordering under this contract. All written orders shall be time stamped upon receipt by IBM and the time-stamped date shall be considered to be the date of receipt unless the order shall have been sent by

Certified Mail/Return Receipt Requested in which event the date of receipt shall be the date indicated on the certified mail receipt. IBM will accept telephonic orders of \$100,000 or less (subject to the individual user's credit card limit) with payment made by Government commercial credit cards for acquisition of services available under this Schedule.

19. Ordering Procedures

Orders placed under this Schedule shall be in accordance with FAR 8.405.

20. Effective Date of Orders

Any order issued during the effective period of this contract may specify a period of performance that extends beyond the expiration date of this contract. IBM shall complete all schedule orders within the time specified in the order, or as mutually agreed between IBM and the ordering agency. Those task orders that have a period of performance beyond this contract will continue to be governed by all the terms and conditions in the contract and any other special ordering procedures pursuant to FAR Part 8.4.

21. Blanket Purchase Arrangements

IBM agrees to enter into BPAs with ordering activities provided that orders placed under such arrangements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract. Additional terms and conditions may be added under a BPA, provided they're clearly advantageous to the Government, upon the mutual agreement of IBM and the agency. Any other changes to terms and conditions must be agreed to by GSA, IBM and the agency.

22. Product Supplier

This Price List contains services which are supplied by IBM or subcontracted non-IBM personnel.

23. Terms, Conditions, and Prices

The terms, conditions, and prices of this published MOBIS Schedule pricelist shall prevail in lieu of any other terms, conditions, and prices which may be set forth in any order placed under this contract except as may be otherwise agreed to by both IBM and the user agency with GSA's concurrence.

24. Warranty

For each IBM Service, IBM warrants that it will be performed:

1. In a workmanlike manner; and
2. According to a mutually agreeable Statement of Work

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Unless specified otherwise, materials and non-IBM Services are provided on an “AS IS” basis.

25. Materials Ownership and License

IBM will specify materials to be delivered to the Government. They will be identified as being "Type I Materials," "Type II Materials," or otherwise as mutually agreed upon. If not specified, Materials will be considered Type II Materials.

Type I Materials are those, created during the Service performance period, in which the Government has all right, title and interest (including ownership of copyright). IBM will retain one copy of the Materials. IBM is granted 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on Type I Materials and 2) the right to authorize others to do any of the former. With respect to data or materials of a proprietary nature, IBM will safeguard the data or materials in accordance with the terms of a mutually agreeable Confidential Disclosure Agreement.

Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which IBM or third parties have all right, title and interest (including ownership of copyright). IBM will deliver one copy of the specified Materials to the Government. IBM grants the Government an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within the Government agency, copies of Type II Materials.

Both IBM and Government agree to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this item.

Any idea, concept, know-how, or technique which relates to the subject matter of a service and is developed or provided by either IBM or the Government, or jointly, in the performance of a service may (subject to applicable patents and copyrights) be freely used by either the Government or IBM.

26. Inspection/Acceptance of the Service

FAR clause 52.212-4 (a) applies, however, IBM will inform the Government when the Completion Criteria of the Service has been met. The Government has 10 days to inform IBM if they believe this criteria has not been met. The project will be considered complete when IBM meets the Completion Criteria.

27. Patent Indemnity

Far clause 52.212-4(h) applies, however in addition, if a third party claims that Materials IBM has provided to the Government infringe that party's patent or copyright, IBM will defend the Government against that claim at IBM's expense and pay all costs, damages, and attorney's fees that a court finally award, provided that the Government:

A. Promptly notified IBM in writing of the claim; and

- B. Allows IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, the Government agrees to permit IBM to enable the Government to continue to use the Materials, or to modify them, or replace them with Materials that are at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, the Government agrees to return the Materials to IBM on written request. IBM will then give the Government a credit equal to the amount the Government paid IBM for the Materials.

This is IBM's entire obligation to the Government regarding any claim of infringement.

28 Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, the Government is entitled to recover damages from IBM. In each such instance, regardless of the basis on which the Government is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable only for:

- A. Payments referred to in our patents and copyrights terms as described above;
- B. Damages for bodily injury (including death) and damage to real property and tangible personal property; and
- C. The amount of any other actual direct damages or loss, up to the greater of \$100,000 or the charges for the Service that is subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which IBM and our subcontractors are collectively responsible.

Items for which IBM is not liable:

Under no circumstance is IBM or our subcontractors liable for any of the following:

- A. Third party claims against the Government for losses or damages (other than those under the items 1 and 2 above).
- B. Loss of, or damage to, the Government's records or data; or
- C. Special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if IBM is informed of their possibility.

29. Complete Agreement

IBM's Mobis Schedule, its Published Terms, and any RFP, Proposal and Statement of Work issued against the Contract constitute the complete Agreement of the parties and supersede all prior communications, agreement or understandings on this subject.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

IBM MOBIS Labor Rates: SINs 874-1, Consulting Services; 874-2, Facilitation Services; 874-3 Survey Services, SIN 874-4, Training Services, SIN 874-6, Privatization Support Services and Documentation (A-76), SIN 874-7, Program and Project Management Services

Labor Category	GFY08	GFY09	GFY10	GFY11	GFY12	GFY13	GFY14	GFY15	GFY16	GFY17
Project Executive	\$323.00	\$330.00	\$338.00	\$348.00	\$357.00	\$369.00	\$382.00	\$395.00	\$409.00	\$423.00
Functional Specialist / Subject Matter Expert	\$279.00	\$285.00	\$292.00	\$301.00	\$309.00	\$319.00	\$330.00	\$342.00	\$354.00	\$366.00
Director	\$228.00	\$233.00	\$239.00	\$246.00	\$253.00	\$261.00	\$270.00	\$279.00	\$289.00	\$299.00
Senior Manager	\$184.00	\$188.00	\$193.00	\$199.00	\$204.00	\$211.00	\$218.00	\$226.00	\$234.00	\$242.00
Manager	\$152.00	\$155.00	\$159.00	\$164.00	\$168.00	\$174.00	\$180.00	\$186.00	\$193.00	\$200.00
Program Support	\$149.00	\$152.00	\$156.00	\$161.00	\$165.00	\$170.00	\$176.00	\$182.00	\$188.00	\$195.00
Consultant III	\$120.00	\$123.00	\$126.00	\$130.00	\$134.00	\$138.00	\$143.00	\$148.00	\$153.00	\$158.00
Consultant II	\$98.00	\$100.00	\$102.00	\$105.00	\$108.00	\$112.00	\$116.00	\$120.00	\$124.00	\$128.00
Consultant I	\$75.00	\$77.00	\$79.00	\$81.00	\$83.00	\$86.00	\$89.00	\$92.00	\$95.00	\$98.00
Project Assistant	\$67.00	\$69.00	\$71.00	\$73.00	\$75.00	\$77.00	\$80.00	\$83.00	\$86.00	\$89.00
Administrative Support	\$51.00	\$52.00	\$53.00	\$55.00	\$56.00	\$58.00	\$60.00	\$62.00	\$64.00	\$66.00
Interviewer	\$35.00	\$36.00	\$37.00	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00	\$45.00

* Rates include IFF

IBM MOBIS Labor Category Skill Descriptions

Title: Project Executive

Functional Responsibility: Represents IBM as the executive with overall responsibility for the project and can take action on behalf of the company appropriate to achieve the project objectives.

Education and Experience: This resource is a partner or senior executive in the company and has an advanced degree in management, finance, public administration or related field with a minimum of seven years experience in program management dealing with the highest levels of client executive leadership. This resource holds a leadership position with the company.

Title: Functional Specialist/Subject Matter Expert

Functional Responsibility: Provides expertise, guidance, consultation, facilitation, training, change management, thought leadership, and education to the client and/or project team based on specialized deep expertise in such fields as technology, science, public policy and administration, and management.

Education and Experience: This resource has a bachelor's degree or higher and depending on the subject area, a minimum of five years of specialized experience with a deep understanding of and expertise in his/her subject area. The resource may have published in professional journals or have been invited to speak professionally in their area of expertise.

Title: Director

Functional Responsibility: Provides leadership and overall direction for concurrent multiple small projects within a single large organization, or serves as the project manager of a single large program containing multiple task elements. Coordinates IBM and subcontractor personnel, services and products from a variety of functional areas. Applies industry as well as training, change management, technical, functional, and project management expertise. Works with senior executives in the client organization.

Education and Experience: This resource has an advanced degree in public policy, public administration, or management science and has a minimum of three years of relevant experience in consulting or program or project management related to a planning, administration, finance or technology function.

Title: Senior Manager

Functional Responsibility: Provides day-to-day management direction and leadership for projects comprised of several work streams. Coordinates and directs the activities of other consultants and provides direct consulting support (including but not limited to Functional, Technical, Training/Facilitation, and Change Management responsibilities) and expertise to clients, including the resolution of project issues, quality control of deliverables, and the presentation of project findings and results to client management.

Education and Experience: This resource has an advanced degree in public policy, public administration, or management science and has a minimum of five years of relevant experience in consulting or program or project management related to a planning, administration, finance or technology function.

Title: Manager

Functional Responsibility: Provides day-to-day project management for smaller projects or is the team lead for a work stream within a larger project. Coordinates and directs the activities of junior consultants and provides direct consulting support (including but not limited to Functional, Technical, Training/Facilitation, and Change Management responsibilities) and expertise to clients including the identification of project issues, reviewing elements of deliverables developed by others, and the presentation of project findings and results to lower levels of client management.

Education and Experience: Has an advanced degree in public policy, public administration, or management science and has a minimum of three years of relevant experience in consulting or program management related to oversight, planning, administration, finance, or technology implementation.

Title: Program Support

Functional Responsibility: Provides periodic support to the project team and client in the conduct of various activities related to project risk management, contract administration, project planning, and performance measurement.

Education and Experience: This resource has an undergraduate degree in finance, business, public policy and administration, or management science and a minimum of three years of relevant business or program management/administration experience.

Title: Consultant III

Functional Responsibility: Leads data-gathering and analysis, conducts research, develops databases and spreadsheets, creates process flow diagrams, drafts project reports, training materials, and other deliverables, performs instructional design and multi-media responsibilities and performs training and knowledge sharing.

Education and Experience: This resource has an undergraduate degree with a minimum of three years of relevant professional consulting experience, as well as other related experience working in complex organizations in a leadership role.

Title: Consultant II

Functional Responsibility: Gathers data for more senior team members, conducts Internet and document research, manages team databases and knowledge repositories, takes notes during meetings and interviews, drafts process flow diagrams, contributes to project reports, training materials, and other deliverables, and performs instructional design and multi-media responsibilities and performs training and knowledge sharing.

Education and Experience: This resource has an undergraduate degree with a minimum of two years experience in a relevant professional position in a complex organization.

Title: Consultant I

Functional Responsibility: Assists project team members with data gathering and research, organizes data and project documents, and assists project manager in the development of deliverables, and supports development of process flow diagrams, project reports, training materials, instructional design, multi-media, and other deliverables.

Education and Experience: This resource has an undergraduate degree with a minimum of one year experience in a relevant professional position.

DEGREE SUBSTITUTION

The Skill Descriptions above describe the functional responsibilities, education and experience requirements for each labor category. This serves as a guide to the experience and educational background of personnel typically found in each labor category.

However, the experience of a resource is often a valid substitute for education. In addition, certifications and professional licenses achieved by a resource are a validation of the professional skill levels and experience within that resources' area of expertise.

With this noted, the following chart indicates where experience or 'other equivalences' may be substituted for the degree attained by a resource. Where there is experience equivalence, this equivalence is in addition to the minimal experience indicated in the Skill Description.

Degree	Experience Equivalence	Other Equivalence
Bachelors	Associate degree +2 years relevant experience	Professional certifications such as (Project Management, Lean Sigma, or ITIL)
Masters (Advanced degree)	Bachelors +2 years relevant experience, or Associate + 4 years relevant experience	Masters Certificate or Professional license
Doctorate (Advanced degree)	Masters + 2 years relevant experience, or Bachelors + 4 years relevant experience	
* Successful completion of higher education which has not yet resulted in a degree may be counted as 1 for 1 year's of experience for each year of college completed.		